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SCOOBEEZ AND AVITUS, INC. dba AVITUS GROUP

UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA-WESTERN DIVISION

DE'VON WALKER, on behalf of himself
and others similarly situated,

Plaintiff,

v.

SCOOBEEZ, a California Corporation;
AVITUS, INC., a Montana corporation;
AVITUS GROUP., an unknown business
entity; SCOOBEEZ, INC. CORP LA., a
business entity of unknown form; and
DOES 1 through 50, inclusive,

Defendants.

Case No.: 2:18-cv-6108 AB (RAOx)

**DECLARATION OF PABLO
OLVERA IN SUPPORT OF
DEFENDANTS SCOOBEEZ'S
AND AVITUS, INC.'S MOTION
TO COMPEL INDIVIDUAL
ARBITRATION AND TO
DISMISS OR, IN THE
ALTERNATIVE, STAY THE
PROCEEDINGS**

*[Filed concurrently with Notice of
Motion and Motion to Compel
Individual Arbitration and to Dismiss
or, in the alternative, Stay The
Proceedings; Declarations of Jodi
Milliron, Sarah Straus and Rafael G.
Nendel-Flores; [Proposed] Order]*

Complaint Filed: May 29, 2018
Trial Date: None Set

DECLARATION OF PABLO OLVERA

I, Pablo Olvera, declare and state as follows:

1. I am currently the Operations Manager for Scoobeez, a named Defendant in this action. I have personal knowledge of all of the facts set forth below, and if called upon to testify to the same, I could and would do so competently and truthfully. I make this declaration in support of Defendants' Motion to Compel Individual Arbitration and to Dismiss or, in the alternative, Stay the Proceedings.

2. I have been employed by Scoobeez continuously since July 2015 and have held the position of Operations Manager since February 2016. As the Operations Manager, I am familiar with Scoobeez' business model, its regular business practices and its policies and procedures. In this role, and through professional employer organization Avitus, Inc. ("Avitus"), I have access to Scoobeez' business records, including the personnel, payroll and human resources files maintained for each Scoobeez employee.

3. Scoobeez' business operations span multiple states, including California, Illinois, and Texas.

4. Plaintiff Devon Walker began working for Scoobeez in October 2016 as a Delivery Associate, providing delivery services for the company's clients from one or more distribution centers in California. In that role, Mr. Walker was involved in the transport of packages within California, some of which arrived at the California distribution centers from various other states. Mr. Walker was never required to, and in fact, never crossed state lines in the delivery of packages to the customers of Scoobeez clients. Mr. Walker was terminated in November 2016.

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1 5. Mr. Walker was afforded an opportunity to review the Employee
2 Acknowledgement and Arbitration Agreement (“Arbitration Agreement”).
3 provided to him by and through Avitus.

4 6. Scoobeez is the intended worksite employer referenced as Scoobeez,
5 Inc. Corp LA in the Arbitration Agreement signed by Mr. Walker, which is
6 attached as **Exhibit A** to the Declaration of Jodi Milliron filed concurrently.

7 7. In the event this matter is compelled to arbitration pursuant to the
8 Arbitration Agreement, Scoobeez agrees that Plaintiff will not be required to bear
9 any fees or costs unique to arbitration.

10 I declare under penalty of perjury pursuant to the laws of the State of
11 California and the United States of America that the foregoing is true and correct
12 to the best of my knowledge.

13 Executed on this 20th day of July, 2018 at Pasadena, California.

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Pablo Olvera